

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-276

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

ONE (1) 2004 MODEL SWAT TEAM BUS

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, October 29, 2003, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL
SPECIFICATION NO. 03-276**

**BID OPENING TIME: 12:00 NOON
DATE: WEDNESDAY OCTOBER 29, 2003**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	SWAT TEAM Vehicle Make _____ Model _____	1 Each	\$ _____	\$ _____

BID SECURITY REQUIRED: YES _____ NO X

AFFIRMATIVE ACTION PROGRAM:

Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-276**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

TERMS OF PAYMENT

E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

**TECHNICAL SPECIFICATIONS FOR
ONE (1) 2004 MODEL
SWAT TEAM BUS**

1. APPLICATION

- 1.1 This vehicle is to be used by the Lincoln Nebraska Police Department as an SWAT Team Bus.
 - 1.1.1 It will be used to deliver SWAT team equipment to an operational site.
 - 1.1.2 Upon arrival at the site the vehicle must be completely self sustaining, providing its own air conditioning, heating, and 12 volt dc and 115 volt ac power.
 - 1.1.3 It is expected that the vehicles engine and onboard 115-volt ac generator will provide this power.
- 1.2 After award of the bid Lincoln Police Department will participate in a pre-build meeting to finalize details, select colors and pick out materials.
- 1.3 A 2004 or newer Ford or Chevrolet chassis.
- 1.4 All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Licensing Act, Nebraska Revised Statutes, Chapter 60, Article 14. **The licensing requirements must be met at time of the bid opening for bid to be valid.**

2. GENERAL SPECIFICATIONS

- 2.1 The vehicle furnished under these specifications shall comply with the following general dimensions:

Meets Specs.

Yes No

___	___	2.2	Wheelbase	208 inches maximum
___	___	2.3	Length Overall	30.5 feet maximum
___	___	2.4	GVWR	22,000 pound maximum

3. REAR AXLE

- ___ ___ 3.1 A heavy-duty rear axle shall be provided.
 - 3.1.1 It's ratio shall be determined by engine size and compatible with the automatic transmission.
- ___ ___ 3.2 Bidder is to state available axle gear ratio options.

4. FRONT AXLE

- ___ ___ 4.1 The front axle or independent front suspension shall be designed with proper wheel and axle geometry so that imperfect front axle operation will not be encountered in service.
 - 4.1.1 The axle shall be of ample capacity to carry the load imposed on it as set forth elsewhere in these specifications and shall have a stabilizer bar.
- ___ ___ 4.2 The combined front and rear axle capacities, as rated by the axle manufactures, must equal or exceed the total "wet" curb weight of the vehicle, plus a operator and passenger at 250 pounds per person.

5. SUSPENSION

- ___ ___ 5.1 Suspension system shall have heavy-duty coil, tensional or conventional leaf springs of proper design and suitable capacity.
 - 5.1.1 Springs shall have anti-squeak characteristics.
- ___ ___ 5.2 It is critical that a constant smooth ride be provided by the suspension.
 - 5.2.1 Bounce and rebound must both be controlled.

6. STEERING

- ___ ___ 6.1 A power steering mechanism shall be installed so that the vehicle can be easily steered by the operator without road shock and vibration.
- ___ ___ 6.2 A tilt wheel mechanism shall be installed so that operators can easily enter and exit the vehicle.

Meets Specs.

Yes No

7. ELECTRICAL SYSTEM

- | | |
|---|---|
| <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <div style="width: 40px; border-bottom: 1px solid black;"></div> <div style="width: 40px; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <div style="width: 40px; border-bottom: 1px solid black;"></div> <div style="width: 40px; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <div style="width: 40px; border-bottom: 1px solid black;"></div> <div style="width: 40px; border-bottom: 1px solid black;"></div> </div> | <p>7.1 The electrical system shall be 12 volts DC with negative ground with dual 12 volt batteries.</p> <p style="padding-left: 20px;">7.1.1 All components wiring, etc., shall be designed for the same voltage.</p> <p>7.2 The alternator shall be a single alternator configuration, providing 130 Amp minimum at 200 degrees F with matching voltage regulator, providing 70% output at engine idle.</p> <p>7.3 Two (2) maintenance free batteries shall be conveniently located and readily accessible for service.</p> <p style="padding-left: 20px;">7.3.1 Batteries to be minimum of 625 cold cranking Amp @ 0 degrees F., with a 180 minute reserve capacity each.</p> <p style="padding-left: 20px;">7.3.2 Batteries shall be mounted in a slide out tray located on the right side of the vehicle in the lower skirt area.</p> <p style="padding-left: 20px;">7.3.3 A battery disconnect switch shall be provided and located inside the vehicle and accessible to the seated operator prior to his or her entrance into the vehicle and to rescue personnel.</p> <p style="padding-left: 20px;">7.3.4 The battery disconnect shall <u>totally</u> isolate the batteries from the vehicle.</p> <p style="padding-left: 20px;">7.3.5 Disconnect switch shall be clearly labeled with location information on exterior of vehicle.</p> <p>7.4 Two (2) heavy-duty 12 volt horns shall be furnished and installed in a manner to be protected from wheel wash.</p> <p>7.5 Main battery starter cables shall be protected from the weather and properly fastened.</p> <p style="padding-left: 20px;">7.5.1 Battery cable shall have terminals <u>crimped and soldered</u>.</p> <p style="padding-left: 20px;">7.5.2 Wire size shall be compatible with battery and starting system.</p> <p style="padding-left: 20px;">7.5.3 The main wiring harness shall be loom covered, suitable for high temperature locations and installed inside the vehicle body.</p> <p style="padding-left: 20px;">7.5.4 All terminals and splices shall be <u>Aircraft style crimping</u> and properly insulated.</p> <p style="padding-left: 20px;">7.5.5 All circuits shall be protected by automatic reset circuit breakers or line fuses.</p> <p style="padding-left: 20px;">7.5.6 In the case of body fuses and relays, all fuses and relays shall be placed in a single circuit box, easily accessible from outside the vehicle.</p> <p style="padding-left: 20px;">7.5.7 The circuit box shall be conveniently mounted and have a secure cover.</p> <p style="padding-left: 20px;">7.5.8 Inside the circuit box cover shall be a legend identifying each circuit and wire by color, number, function and location.</p> <p style="padding-left: 20px;">7.5.9 This legend shall be permanently mounted to the vehicle.</p> <p>7.6 All engine compartment wiring shall be OEM's standard.</p> <p style="padding-left: 20px;">7.6.1 Suitable for high temperatures if adjacent to any engine exhaust or source of engine heat.</p> <p>7.7 Light wiring shall be OEM's standard.</p> <p>7.8 All general purpose coach wiring except OEM chassis manufacturer's wiring and OEM subassemblies, shall be high temperature cross-link polyethylene insulated primary wire and shall meet SAE standards J1128 type SXL or GXL and shall be color coded, number coded every six (6) inches and permanently labeled in words describing their function.</p> <p style="padding-left: 20px;">7.8.1 Only premium components built to meet the Society of Automotive Engineers (S.A.E.) and Underwriter's Laboratories (U.L.) Requirements are used.</p> |
|---|---|

Meets Specs.
Yes No

8. LIGHTING

- ___ ___ 8.1 Lighting shall comply with the requirements of FMVSS 108, Lamps, Reflective Devices, and Associated Equipment.
- ___ ___ 8.2 Both interior lighting systems (DC and AC) shall be such as to provide adequate light for reading at each seated position, and be controlled by the operator by a separate switch.
- 8.2.1 The operator's map light shall be bright enough to illuminate a map to a level that makes reading small print possible.
- ___ ___ 8.3 The vehicle shall be equipped with "Sealed Beam" heavy-duty headlights with tilt ray features controlled by a dimming switch button mounted on floor convenient for left foot operation by operator.
- 8.3.1 Headlights, headlight support and mounting, shall be sufficiently rugged to maintain adjustment under road shock and service conditions.
- ___ ___ 8.4 Flashing directional signals shall be operated by lever on steering column and shall be provided on front and rear of vehicle.
- 8.4.1 Separate hazard lights shall be provided at the rear of the unit to permit continuous flashing when brakes are applied.
- 8.4.2 Front directional lights shall also serve as hazard lights.
- 8.4.3 Flasher unit shall be manufacturer's standard.
- 8.4.4 Directional signals in rear of vehicle shall be combination taillights, stoplights, and intermittent signals.
- 8.4.5 Directional and emergency flasher signals must function while brake pedal is depressed.
- ___ ___ 8.5 Tell-tale light shall be provided in dash panel for turn signal.
- ___ ___ 8.6 Side directional signals wired to operate with front directional signals shall be provided.
- ___ ___ 8.7 A single illuminated license plate holder at the rear and front shall be provided.
- ___ ___ 8.8 All wiring, circuit breakers, fuses, terminals, etc. shall conform to the specifications set forth in Section 7, ELECTRICAL SYSTEM above.
- ___ ___ 8.9 The bidder shall provide a reverse direction alarm (BUA) in compliance with SAE J994MAR85 with respect to acoustical performance for Type B - 107dB(A) plus or minus 4 db with a supply voltage of 14 volts.

9. SAFETY EQUIPMENT

- ___ ___ 9.1 One (1) five pound, UL approved, fire extinguisher's to be furnished and mounted inside the vehicle to as to provide easy access by the driver.

10. ENGINE

- ___ ___ 10.1 Engine shall be of a proper OEM dedicated gasoline design, produced by a reputable and recognized engine manufacturer, and shall be of sufficient horsepower and torque over the range of engine speed to give maximum performance in all transmission gear ranges.
- 10.1.1 The engine shall have a displacement of no less than 6.5 liter and not greater than 7.5 liter.
- ___ ___ 10.2 Engine shall be of the latest design incorporating all features, which will minimize emissions and maximize the life of the engine.
- 10.2.1 The engine shall, with normal maintenance, operate with no smoke or objectionable odors, when using oils recommended by the manufacturer.
- ___ ___ 10.3 Engine shall be emissions certified and shall comply with all Federal, Nebraska laws and regulations with regard to air and noise pollution and safety that are in effect on the date of manufacture.
- ___ ___ 10.4 The noise level generated by the engine, air intake, and other vehicle systems shall not exceed 75dB(A) at any point inside the passenger compartment, under normal operating conditions with windows closed.

Meets Specs.

Yes No

- ___ ___ 10.5 The engine and components are to be arranged and mounted so as to provide convenient access for servicing the engine and all of its accessories.
- ___ ___ 10.6 A large, air type filter for the air intake shall be provided and mounted so element can be readily removed for cleaning or replacement.
- ___ ___ 10.7 All fuel filters shall be located to provide convenient access for servicing.

11. **TRANSMISSION**

- ___ ___ 11.1 Transmission shall be H.D. 4-speed automatic type with cooler.
- 11.1.1 The selector must be easily moved into forward and reverse positions without "raking" gears.
- 11.1.2 Automatic shifting of gears must be completed smoothly without jerking the vehicle.
- 11.1.3 Transmission is to be equipped with a starter interlock to prevent starting of engine unless transmission is in neutral or park position.
- ___ ___ 11.2 Controls for the transmission must comply with Motor Vehicle Safety Standard No. 102, including provision for shifting down manually in the various gear ranges.
- ___ ___ 11.3 Manufacturer's heavy-duty transmission oil cooler shall be furnished.

12. **HEATERS, DEFROSTER, VENTILATION & AIR CONDITIONING**

- ___ ___ 12.1 The heating and air condition equipment shall be thermostatically and manually controlled to provide the optimum of comfort to the passenger and operator in any kind of weather.
- ___ ___ 12.2 The air conditioning system shall be capable of maintaining a temperature inside the passenger area of the vehicle, of 74 degrees F at a level four (4) feet above the floor or less with an ambient temperature of not less 95 degrees F with a relative humidity of not less than 90%.
- 12.2.1 This system shall be capable of maintaining the above design temperature during normal downtown traffic or prolonged periods of idling without over heating the engine or causing a discharge condition in the electrical system.
- ___ ___ 12.3 The air conditioning system shall have two (2) evaporators (includes OEM if used).
- ___ ___ 12.4 Auxiliary evaporator unit to have multidirectional, multi speed blowers with a minimum capacity of 2000 cubic feet per minute.
- ___ ___ 12.5 The air conditioning system condenser(s) shall be of adequate size and so located as to dissipate heat in an efficient manner, and to prevent excessive refrigerant discharge pressures.
- 12.5.1 Condensers shall have a positive airflow through them during all vehicle speeds and shall be protected from the elements (such as mud, water, hail, etc.), and shall not transfer heat to the engine cooling system.
- ___ ___ 12.6 Two back-seat valves shall be installed at the dryer to facilitate evacuation and charging of the air conditioning system and replacement of the dryer unit.
- 12.6.1 The system shall also be equipped with Schrader valves to promote efficient testing and servicing.
- ___ ___ 12.7 Vehicle shall be equipped with a heater and defroster.
- 12.7.1 The output shall be a minimum of 60,000 BTUs.
- 12.7.2 Heater to be equipped with individual duct and controls for the operator's compartment.
- ___ ___ 12.8 Vehicle shall be equipped with extra rear heater.
- 12.8.1 The output shall be 40,000 BTU minimum.
- 12.8.2 Controls shall be located in operator's compartment.
- ___ ___ 12.9 The defroster shall provide ample air to keep the front windshield and side windows free and clear at all times of ice on the outside and fogging on the inside.
- 12.9.1 All controls shall be within easy reach of the operator and shall be located on the control panel.

Meets Specs.
Yes No

- ___ ___ 12.10 The heater shall maintain a uniform inside temperature, throughout the vehicle no less than 70 degrees F during operation with an ambient outside temperature of 0 degrees F.
- ___ ___ 12.11 Two (2) each 110 v baseboard heaters in the passenger area, one on the left and one on the right side.

13. MIRRORS

- ___ ___ 13.1 The five (5) mirrors described below shall be installed on each vehicle.
- ___ ___ 13.2 Standard outside and interior safety mirrors are required.
- ___ ___ 13.3 The heavy-duty rear-view mirrors shall permit the operator to view the highway along both sides of the coach, including the rear wheels.
- ___ ___ 13.3.1 Spot mirrors are required on both sides, mounted above the rear-view mirrors.
- ___ ___ 13.4 The mirrors shall be firmly attached to the coach to prevent vibration and loss of adjustment, but not so firmly attached that the coach or its structure is damaged when the mirror is struck in an accident.

14. INSTRUMENT PANEL

- ___ ___ 14.1 The instrument panel shall include all necessary instruments for safe operation of the vehicle, including, but not limited to; fuel gauge, speedometer indicating miles per hour and odometer; volt meter or amp meter; and oil and temperature gauges.
- ___ ___ 14.1.1 All switches shall be protected in an approved manner against accidental operation.
- ___ ___ 14.2 Tell-tale lights on the instrument panel shall indicate the operating conditions of the headlight hi-beam and the directional signals.
- ___ ___ 14.3 All indicators and switches shall be plainly and permanently marked.
- ___ ___ 14.3.1 Instrument panel shall be constructed so as to provide easy access to all instruments or switches.

15. POWER PLANT COMPARTMENT

- ___ ___ 15.1 The power plant compartment shall be completely sealed, so as to prevent smoke and fumes from entering passenger's portion of vehicle; and further, the engine cover shall be insulated from heat and sound (75 dbA max. for sound) by application of an approved durable material of long life.
- ___ ___ 15.1.1 During normal vehicle operation and prolonged periods of idling, the temperature of the engine cover next to operator's foot and leg shall not exceed 90 degrees F.
- ___ ___ 15.1.2 Engine covers and hood shall provide easy access for maintenance employees performing maintenance.

16. BUMPERS

- ___ ___ 16.1 Rubber safety bumpers of an approved wrap-around channel type are to be provided on the front and rear.
- ___ ___ 16.1.1 Bumper shall be installed to transmit and distribute collision shock directly to vehicle frame.
- ___ ___ 16.1.2 There shall be no plastic materials incorporated in the bumper system.

17. FUEL SYSTEM (Gasoline)

- ___ ___ 17.1 Vehicle shall have a minimum range of 300 miles.
- ___ ___ 17.1.1 The tanks shall be mounted under the chassis between the frame rails of the vehicle.
- ___ ___ 17.1.2 The filler neck shall be installed on the driver side of the vehicle, final location to be approved by the City of Lincoln.
- ___ ___ 17.1.3 The tanks shall be of standard OEM design for gasoline fuel.
- ___ ___ 17.2 An appropriate fuel filter shall be provided.

Meets Specs.

Yes No

- ___ ___ 17.3 The distributor adjustments and engine timing shall be in compliance with OEM Regulations and must be specified by the successful bidder on the tune-up plate.
- ___ ___ 17.4 The final adjustment shall be on a chassis dynamometer and shall be documented to insure the proper maximum engine performance.
- ___ ___ 17.5 Tune-up specification plates shall be provided with the vehicle.
- 17.5.1 Tune-up specification plate shall specify: Idle speed, ignition timing at idle, ignition timing at 2500 RPM.
- 17.5.2 The plate shall be mounted on the left rear corner of the firewall near the top.
- 17.5.3 The tune-up plat shall be metal type and stamped.
- 17.5.4 Decals are not acceptable.
- ___ ___ 17.6 One (1)-repair manual shall be provided, and shall cover any and all components, maintenance procedures, tune-up procedures, and troubleshooting procedures for the vehicle.
- 17.6.1 This shall include electrical schematics, and parts book.
- ___ ___ 17.7 The fuel neck shall be reinforced to handle standard automotive type fuel hook-up.

18. EXHAUST SYSTEM

- ___ ___ 18.1 The vehicles shall be equipped with an exhaust system which meets Federal and State noise level and exhaust emission requirements.
- 18.1.1 The exhaust pipe shall terminate just ahead of the rear corner of the vehicle, exhausting to the street side, and shall be so constructed that it will not cause back pressure in the motor or damage to the paint, bumper, chassis or wiring components of the vehicle.
- 18.1.2 Flexible tubing will not be permitted in exhaust system.
- 18.1.3 Adequate size aluminized steel long-life muffler shall be used.
- ___ ___ 18.2 The exhaust system shall be secured in place with all steel, spring-loaded hanger system.
- 18.2.1 Rubber support components will not be accepted.
- 18.2.2 No part of the exhaust shall hang below departure angle line to rear bumper bottom.

19. BRAKES

- ___ ___ 19.1 The vehicle shall be equipped with at least two (2) braking systems. One of these shall be power assisted service brake system, and the other shall be a parking brake system.
- ___ ___ 19.2 These brake systems shall comply with Federal Motor Vehicle Safety Standard 105-75.
- ___ ___ 19.3 A parking brake shall be included with a warning light installed on the dashboard.

20. ENGINE COOLING

- ___ ___ 20.1 Heavy duty engine cooling provide for proper engine cooling during extended (high idle) periods of three (3) hours duration.

21. SEATS

- ___ ___ 21.1 Operator's locking swivel seat shall be standard seating for this type vehicles.
- 21.1.1 Operator's seat shall have a seat belt retractor and a headrest.
- ___ ___ 21.2 Companion seat: Companion locking swivel seat shall be standard seating for this type vehicles.
- 21.2.1 Companion seat shall have a seat belt retractor and a headrest.

Meets Specs.
Yes No

22. **BODY CONSTRUCTION**

- ___ ___ 22.1 The entire steel body frame (walls, roof and rear) shall be securely welded together to provide an integral one-piece body structure.
- 22.1.1 Fastening of roof and sidewalls by any means other than welding will not be acceptable.
- 22.1.2 The entire body is to be securely welded at the floor, sides and top.
- 22.1.3 All body parts including panels, fasteners, washers, clamps, and like parts shall be treated to prevent corrosion.
- 22.1.4 Body shall be water tested and made tight to prevent leakage.
- 22.1.5 Body sides, rear, and roof shall be thermally and acoustically insulated.
- 22.1.6 The thermal insulating materials shall have physical properties equal to or better than 1 1/2 inch thick fiberglass insulation and shall be of fire resistant material of a type approved by Underwriter's Laboratories.
- ___ ___ 22.2 The passenger area floor shall be constructed of 3/4-inch thick marine grade treated with CCA in accordance with AWPB-L-22 standards with sealed waterproof edges.
- 22.2.1 The plywood shall be firmly fastened to a fluted steel sub floor, which is supported by a structural framing system.
- 22.2.2 The body shall be bolted through the sub floor structure to the chassis frame as recommended by the chassis manufacturer.
- 22.2.3 Welding of any body under structure to the chassis frame will not be permitted.
- 22.2.4 The floor area from the right front entrance door to the passenger compartment shall be flat and covered with RCA, or approved equal, ribbed transit flooring.
- 22.2.5 Color of the material shall be RCA flooring color gray.
- ___ ___ 22.3 The interior walls in the passenger area shall be covered from the floor to the lower edge of the side windows with painted metal or by material approved by the City of Lincoln.
- 22.3.1 Ceiling shall be finished down to the lower edge of side windows, front to rear.
- 22.3.2 Bidder must submit a Request for Approved Equal for material and only approved material will be acceptable to the City of Lincoln.
- ___ ___ 22.4 The underside of this vehicle shall be coated with a fire-resistant, automotive type undercoating material in order to seal, insulate, reduce oxidation, and to deaden sound.
- ___ ___ 22.5 Interior paint color is to be to be decided at pre-build meeting.
- ___ ___ 22.6 Exterior of the vehicle is to be decided at pre-build meeting.

23. **SERVICE DOOR**

- ___ ___ 23.1 Drivers door 32" RV type Door with a Simplex Pushbutton access lock with Key Bypass or equivalent security lock on curbside behind the passenger seat.
- ___ ___ 23.2 The entry/exit doors shall be designed to afford easy release and prevent accidental opening.
- 23.2.1 Door shall also have a mechanism to hold it open while loading and unloading.
- ___ ___ 23.3 Rear entry door 28" RV type door with Simplex Pushbutton access lock with Key Bypass security lock.

24. **GLASS AND WINDOWS**

- ___ ___ 24.1 GLASS: All glass is to comply with FMVSS 205, Glazing Materials, and shall be tinted to a 50 degree gray tint except the front windshield.
- ___ ___ 24.2 WINDOWS: Entry/exit door shall be equipped with glass.
- 24.2.1 All windows must be in compliance with FMVSS 217.

Meets Specs.

Yes No

25. WHEELS AND TIRES

- ___ ___ 25.1 WHEELS: 8 Hole Disc 19.5" X6.75" heavy-duty ventilated pressed steel, tubeless type, one piece tested for 100-PSI pressure.
- 25.1.1 (Seven (7) wheels, including spare.)
- 25.1.2 All wheels are to be interchangeable.
- 25.1.3 Extra heavy-duty wheel bearings are required.
- ___ ___ 25.2 TIRES: Seven (7) tubeless steel belted radial black wall truck type with "all weather" type thread design.
- 25.3 Size 245/70RX 19.5"F.
- ___ ___ 25.4 Wheels and tires shall comply with FMVSS 119.
- ___ ___ 25.5 Stainless steel wheel simulators shall be included.

26. RADIO

- ___ ___ 26.1 Standard AM/FM radio will be provided.

27. WARRANTY

- ___ ___ 27.1 CHASSIS AND POWER TRAIN: Shall be warranted, on a one hundred percent (100%) parts and labor basis, for 12 months or 75,000 miles, whichever comes first.
- 27.1.1 Emissions control system shall be warranted for 60 months (5 years) or 50,000 miles, whichever comes first.
- 27.1.2 Warranty shall not be subject to a minimum deductible or financial fees of any type.
- 27.1.3 Chassis and Power Train warranty shall specifically cover defects in materials and manufacturing/assembly quality or workmanship.
- ___ ___ 27.2 Chassis and Power Train warranty shall not apply to normal maintenance expenses or normal wear of moving parts or components such as, but not limited to, brake linings, calipers, rotors, drums, shock absorbers, belts, hoses, battery or tire wear.
- 27.2.1 No warranty shall be responsible for damage to vehicle from abuse, misuse, and negligence or as the result of vehicle being involved in an accident.
- ___ ___ 27.3 BODY: Exterior Structure, including all fasteners and welds, body sheet metal corrosion and rust-through perforation, paint adhesion and bonding shall be warranted, on a one hundred percent (100%) parts and labor basis, a minimum of 60 months (5 years), on an Unlimited Mileage Basis, against defects in materials and workmanship directly by the body manufacturer.
- ___ ___ 27.4 Body parts and components purchased by the bus body manufacturer from outside vendors and suppliers, such as, but not limited to, heaters, fans, switches, wiring, seating, floor covering, window systems, etc. shall be warranted for a minimum of 12 months (1 year), or 12,000 miles, whichever comes first, against defects in materials and workmanship directly by the body manufacturer.
- 27.4.1 Warranty shall not apply to normal wear of parts or components, normal maintenance expenses or damage to seat upholstery or glass from accident or vandalism.

28. TAILLIGHTS

- ___ ___ 28.1 "Trucklite 44002" or approved equal shall be used for the red lights used for brake and turn lights.
- 28.1.1 "Trucklite 40044" or approved equal shall be used for the clear lights used backup warning.
- 28.1.2 A total of three brake lights are required.
- 28.1.3 The third light shall be mounted in the center of the vehicle just below the window.
- 28.1.4 The rear wall thickness shall be depth enough to allow taillights to be flush mounted.

29. RUST PROOFING

- ___ ___ 29.1 The entire vehicle shall be rust proofed Bidder shall be responsible for a 5 year (6 month) warranty.

Meets Specs.
Yes No

30. AUXILIARY GENERATOR

- ___ ___ 30.1 A 6KW, 120 volt generator shall be installed on the street side in the skirt area of the vehicle. Generator shall be equipped with automatic cutoff switches for low oil pressure and high engine temperature.
- ___ ___ 30.2 A hour meter and start/stop controls shall be mounted on the driver's instrument panel.
- ___ ___ 30.3 The generator shall be mounted so that all normal servicing can easily be performed.
- ___ ___ 30.4 A UL approved circuit breaker box shall be mounted near the generator in a convent location.
 - 30.4.1 It shall have independent breakers of sufficient capacity for each of the two air conditioners; each wall outlet and four (4) spare (Unused) 15 amp breakers for future installations.
- ___ ___ 30.5 A weather proof exterior 120 volt electrical outlet located on the right side just to the rear of the battery box with A 50 foot 10/3 electrical shore power extension cord shall be provided.
- ___ ___ 30.6 120 volt AC double outlets shall be wired to the breaker box and install in the following locations:
 - 30.6.1 Each locker
 - 30.6.2 Battery charger location
 - 30.6.3 Dehumidifier location.

31. ROOF MOUNTED AIR-CONDITIONING UNITS

- ___ ___ 31.1 Two (2) each 13,500 btu, 120 volt roof mounted air-conditioning units shall be installed.
- ___ ___ 31.2 Units shall be mounted and sealed so condensation or rainwater enters does not enter the vehicle.

32. INTERIOR

SPECIAL NOTE ON STORAGE SHELVING:

Shelves are to be installed at an angle with the rear of the shelf approximately 2 to 3 inches lower than the front to help prevent material from spilling out during traveling.

- ___ ___ 32.1 Left Side (8) Lockers 20" x 68".
 - 32.1.1 Refer to drawing and picture of locker.
 - 32.1.2 Two top shelves slanted downward.
 - 32.1.3 About 2" lower in the back. Long gun storage 44" X 12" on right side of locker.
 - 32.1.4 Boot storage 12" X 12" on bottom left side of locker.
 - 32.1.5 115V dual electrical outlet just above boot storage.
 - 32.1.6 Open storage above all lockers.
 - 32.1.7 If possible, some type of fold out seat.
- ___ ___ 32.2 Left side 16" storage.
 - 32.2.1 Top half shall have 2 adjustable shelves with open mesh metal doors and RV type handles.
 - 32.2.2 Bottom half shall have 2 adjustable shelves with a net type curtain to provide easy identification of compartment contents, fastened securely at the top and rod or other device to fasten it at the bottom.
- ___ ___ 32.3 Left Side 72" gun rack.
 - 32.3.1 The exact configuration of this storage will be determined at a pre-build meeting before construction.
 - 32.3.2 It is anticipated this space will be used to store long guns and may consist of two or three full height compartments with shelf space in the top 2 to 3 feet of each compartment.
 - 32.3.3 The mesh net material or rod would be used to enclose the front.
- ___ ___ 32.4 Left Side 41 7/8" Storage with External Access.
 - 32.4.1 Weather proof lockable external door.
- ___ ___ 32.5 Right Side (6) Lockers 20" x 68" Refer to drawing and picture of locker.
 - 32.5.1 Two top shelves slanted downward.
 - 32.5.2 Long gun storage 44" X 12" on right side of locker.
 - 32.5.3 Boot storage 12" X 12" on bottom left side of locker.
 - 32.5.4 115V dual electrical outlet just above boot storage.
 - 32.5.5 Open storage above all lockers.
 - 32.5.6 If possible, some type of fold our seat.

Meets Specs.
Yes No

- | | | |
|---|-------|--|
| <input type="checkbox"/> <input type="checkbox"/> | 32.6 | Right Side Mid 34" Storage. Shelving spaced approximately 24" apart.
32.6.1 NO DOORS!
32.6.2 Each storage compartment shall have a net type curtain to provide easy identification of compartment contents, fastened securely at the top and rod or other device to fasten it at the bottom. |
| <input type="checkbox"/> <input type="checkbox"/> | 32.7 | Right Side Rear 54" Storage.
32.7.1 Compartment divided equally into four vertical sections for long container storage.
32.7.2 Each storage compartment shall have a net type curtain to provide easy identification of compartment contents, fastened securely at the top and rod or other device to fasten it at the bottom. |
| <input type="checkbox"/> <input type="checkbox"/> | 32.8 | Right Side 41 7/8" Storage with External Access.
32.8.1 Weather proof lockable external door. |
| <input type="checkbox"/> <input type="checkbox"/> | 32.9 | Shelf for Battery Chargers.
32.9.1 Location and number of 115v outlets to be determined at pre-build meeting.
32.9.2 LPD to provide chargers. |
| <input type="checkbox"/> <input type="checkbox"/> | 32.10 | Dehumidifier 115v to provide humidity control for weapons while the vehicle is parked.
32.10.1 Location to be determined at pre-build meeting. |

33. EXTERIOR STORAGE & ACCESS

- | | | |
|---|------|---|
| <input type="checkbox"/> <input type="checkbox"/> | 33.1 | Roof access ladder mounted on the rear or curb side. |
| <input type="checkbox"/> <input type="checkbox"/> | 33.2 | Roof ladder rack to store and securely clamp two 12' extension ladders.
33.2.1 A non-skid walkway from access ladder to roof rack and along side the ladder rack. |
| <input type="checkbox"/> <input type="checkbox"/> | 33.3 | Exterior floodlights on both sides of the rear entry door. |
| <input type="checkbox"/> <input type="checkbox"/> | 33.4 | Street side storage 48" long and height/depth as large as can be accommodated by the vehicles construction considerations.
33.4.1 Weather tight compartment and door.
33.4.2 Lockable door. |
| <input type="checkbox"/> <input type="checkbox"/> | 33.5 | Curb side storage 48" long and height/depth as large as can be accommodated by the vehicles construction considerations.
33.5.1 Weather tight compartment and door. Lockable door. |

34. MISCELLANEOUS ITEMS

- | | | |
|---|------|--|
| <input type="checkbox"/> <input type="checkbox"/> | 34.1 | Interior overhead lighting both A/C and DC.
34.1.1 Switched at the rear and front of the vehicle. |
| <input type="checkbox"/> <input type="checkbox"/> | 34.2 | Bidder shall submit, as a Request for Approved Equal, a proposed floor <u>plan</u> , and <u>profile</u> drawn to <u>½ inch = 1 foot</u> scale and showing locations of seats, lockers, storage areas and wheel housings.
34.2.1 The vehicle will have seating capacity of 2 including driver.
34.2.2 Plans should also shown location of fire extinguisher, 112-volt outlets and other specified equipment.
34.2.3 <u>Only floor plans submitted as a Request for Approved Equal and approved by the City of Lincoln will be acceptable.</u>
34.2.4 Samples of interior wall covering, shelving, seat covering and floor covering is required. |

MATERIALS, WORKMANSHIP and TESTING SPECIFICATIONS

1. MATERIALS

- 1.1 All material used in construction of the vehicle and all its parts shall conform in all respects to American Society of Testing Materials, Society of Automotive Engineers, or similar association standards.
 - 1.1.1 Materials used shall be of first quality.
- 1.2 All lumber shall be thoroughly kiln dried, free from knots and check, and shall be clear straight grain, dressed on all sides or as specified herein.
- 1.3 All painted aluminum sheets shall be thoroughly cleaned and coated with epoxy chromate protective primer, or approved equal, prior to assembly in vehicle.
- 1.4 All joints shall be protected by application of zinc-chromate metallic compound, Butyl Tape Sealer, or approved equal, at assembly.
- 1.5 Plywood shall be exterior grade, treated with CCA in accordance with AWPB-LP-22 standards with sealed waterproof edges.
- 1.6 All bolts, nuts, washers, and exposed linkage shall be zinc, cadmium plated, or phosphate coated to prevent corrosion.

2. WORKMANSHIP

- 2.1 Workmanship shall be of the best quality and shall conform in all respects to the best practice in the industry.
- 2.2 Welding procedures, welding materials, and qualifications of operators shall be in accordance with the standards of the A.S.T.M. and the American Welding Society.
 - 2.2.1 All exposed welds shall be ground smooth after welding to present a smooth workmanlike appearance.
 - 2.2.2 Where metal is welded to metal, the contact surfaces shall be free of scale, grease, and paint.
- 2.3 Where non-anodized metal is riveted or bolted to metal, contact surfaces shall be thoroughly cleaned with high temperature cleaning agent, double rinsed, and coated with critical corrosion epoxy chromate primer, or Approved equal.
 - 2.3.1 All rivets shall completely fill the holes.
 - 2.3.2 All bolts or rods passing through wood shall be cadmium plated, or approved equal.
 - 2.3.3 Where wood and wood are placed together, both shall be coated with powered aluminum and spar varnish or linseed oil and titanium oxide, or other approved sealing compound.
- 2.4 All wood shall be filled, sealed, and finished.
- 2.5 All steel and aluminum body parts which are to be painted shall be thoroughly cleaned and double rinsed, or one (1) water rinse and one (1) neutralizing rinse using metacote concentrate to inhibit corrosion and insure proper paint adhesion.
 - 2.5.1 Excess joint sealer shall be removed prior to priming with heavy-duty epoxy chromate primer.
 - 2.5.2 External roof joints may be protected with a resin type undercoated material.
 - 2.5.3 Particular care should be exercised to see this materials sprayed into all corners, crevices, and pockets.
- 2.6 All exterior light fixtures shall be fitted to the contour of the vehicle body and adequately sealed to prevent entrance of water.
 - 2.6.1 The sealing gasket (between the fixture and the vehicle body) shall be a pliable material, that is unaffected by UV rays, heat or cold.
 - 2.6.2 The material must be dimensionally stable.
- 2.7 All rubber seals on ventilator doors and compartment cabinet doors shall be placed in "U" shaped channel to hold rubber firmly in place, or other approved method.
- 2.8 All burrs and sharp edges shall be dressed prevent injury to passenger and operator.
- 2.9 Special care shall be taken with the outside sheathing roof, roof bonnets, and the interior finish so that all kinks and buckles are removed before assembly to present a true and smooth finish without excessive grinding off of the material so as to weaken the structure.
- 2.10 All painted surfaces shall have a true and smooth surface that will not show sanding or grinding marks after painting.

3. TESTING

- 3.1 Complete vehicle and all working and moving parts and operating devices shall be thoroughly tested and put in proper operating condition by the manufacturer.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.